



Order under Section 88.2 / 89 / 88.1 Residential Tenancies Act, 2006

Citation: Balasubramaniam v King, 2026 ONLTB 2645

Date: 2026-01-06

File Number: LTB-L-087627-24

In the matter of: 171 SHEPHARD AVE
ALLISTON ON L9R0J9

Between: Pathmanathan Balasubramaniam

Landlord

And

Crystal King

Former Tenant

Pathmanathan Balasubramaniam (the 'Landlord') applied for an order requiring Crystal King (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's conduct or that of another occupant of the rental unit or someone the Former Tenant permitted in the residential complex. This conduct substantially interfered with the Landlord's reasonable enjoyment of the residential complex or another lawful right, privilege or interest.

Pathmanathan Balasubramaniam (the 'Landlord') applied for an order requiring Crystal King (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that are the result of the Former Tenant's failure to pay utility costs they were required to pay under the terms of the tenancy agreement.

Pathmanathan Balasubramaniam (the 'Landlord') applied for an order requiring Crystal King (the 'Former Tenant') to pay the Landlord's reasonable out-of-pocket costs that the Landlord incurred or will incur to repair or replace undue damage to property. The damage was caused wilfully or negligently by the Former Tenant, another occupant of the rental unit or someone the Former Tenant permitted in the residential complex.

This application was heard by videoconference on October 8, 2025.

The Landlord and the Former Tenant attended the hearing.

Determinations:

1. At the outset of the hearing, the Former Tenant confirmed that Maddisin King and Trey King are her children and were occupants and minors when the tenancy commenced.

Consistent with prior Board orders for this tenancy, I find it appropriate to remove Maddisin King and Trey King as parties to this application. The sole Former Tenant for the purposes of this order is Crystal King.

2. As explained below, the Landlord has proven, on a balance of probabilities, that the Former Tenant failed to pay certain utility costs she was required to pay under the tenancy agreement and that the Landlord incurred reasonable out-of-pocket expenses as a result. The Landlord has not proven the claims for compensation for substantial interference or for damage to the rental unit. The application is therefore granted in part.
3. There is no formal Certificate of Service on the file for this application. The Landlord testified that he served the Former Tenant with the application and Notice of Hearing by email on September 5, 2025, using the Former Tenant's current email address. The Former Tenant appeared at the hearing, did not raise any objection to service, and confirmed that she wished to proceed. On these facts, I am satisfied that the Former Tenant received notice of the application and the hearing at least 30 days in advance.
4. There have been previous Board proceedings between these parties concerning the same rental unit at 171 Shephard Avenue, Alliston. In an order dated July 4, 2023 (File Number LTB-L-073473-22), the Board dismissed the Landlord's application for compensation for alleged damage to the hardwood floors, doorway, stairs, backyard and driveway, finding that the Landlord had failed to establish that the Tenant wilfully or negligently caused undue damage to those areas.
5. In a subsequent order dated November 17, 2023 (File Number LTB-L-055270-22), the Board held that the Landlord's new damages claim in that proceeding, which again sought compensation for the same alleged damage to the floors, doorway, stairs, backyard and driveway in the amount of \$32,487.50, was barred by the principle of res judicata because those issues had already been determined in the July 4, 2023 order. The Board dismissed the Landlord's damages claim in that proceeding on that basis.
6. Res judicata is the principle that a party may not litigate the same issue twice. Where the Board has already issued a final order addressing a damage claim involving the same parties and the same alleged damage, the parties are bound by that determination and may not commence new proceedings seeking a different outcome for that same damage. In light of the July 4, 2023 and November 17, 2023 orders, the Landlord is barred from re-litigating claims that the Former Tenant wilfully or negligently caused undue damage to the floors, doorway, stairs, backyard, driveway or air conditioning unit, or from seeking compensation for that damage in this L10 application. To the extent any such claims are pleaded in the current application, they are dismissed as res judicata.
7. I therefore confine my consideration in this L10 to: (a) the Landlord's new claim for compensation for substantial interference; (b) the Landlord's new claim for unpaid utility costs; and (c) any limited damage issues that were not finally determined in the prior orders and are not barred by res judicata. This approach is consistent with the Board's earlier findings and the Landlord's acknowledgment that the main new issue in this L10 relates to utilities.

Compensation for substantial interference

8. In the L10 application, the Landlord claims \$475.00 in connection with what he describes as substantial interference. He says that a neighbour engaged in objectionable conduct, including taking photographs of his wife, exposing his buttocks to a security camera and interfering with the driveway, and that this made his family feel as though they were under surveillance and unable to move freely. The Landlord says he stayed home from work on some days, or had to take his wife with him, and that he lost income as a result.
9. The Landlord attributes the neighbour's behaviour to the Former Tenant, alleging that she "had" the neighbour harass him. However, the neighbour did not testify, and there is no independent evidence that the neighbour was acting on the direction of the Former Tenant, or that the neighbour was a person whom the Former Tenant "permitted" in the residential complex within the meaning of section 88.1 of the Act. The Landlord's evidence on this point was speculative.
10. Section 88.1 of the Act permits the Board to order a former tenant to compensate a landlord for reasonable out-of-pocket expenses that result from conduct that substantially interferes with the reasonable enjoyment of the residential complex by the landlord or with another lawful right, privilege or interest. To obtain such an order, the landlord must prove both the substantial interference and the reasonable out-of-pocket expenses that result from that interference.
11. On the evidence before me, I am not satisfied on a balance of probabilities that the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex substantially interfered with the Landlord's reasonable enjoyment or lawful rights in a way that caused the Landlord to incur actual, quantifiable out-of-pocket expenses of \$475.00. The Landlord's claim for \$475.00 for substantial interference is dismissed.

Compensation for unpaid utility costs

12. The L10 application indicates that the Former Tenant was responsible for certain utility costs under the tenancy agreement.
13. The Landlord relies on a municipal water and wastewater bill dated November 1, 2023 in the amount of \$432.05 for service to the rental property from July 7, 2023 to October 24, 2023. The application shows that none of this amount was paid.
14. The Former Tenant did not dispute that she was responsible for the water charges for the rental unit during this period, nor did she challenge the accuracy of the bill or suggest that any payments had been made that were not credited.
15. I find that the Former Tenant failed to pay water (and related) utility costs that she was required to pay under the terms of the tenancy agreement and that the Landlord has incurred reasonable out-of-pocket expenses of \$432.05 as a result of that failure. The Landlord is entitled to an order for this amount under section 88.2 of the Act.

Compensation for damage

16. The L10 application claims \$13,295.72 in compensation for damage, described generally as damage caused by the Former Tenant's dogs and by water in the kitchen, allegedly requiring extensive repairs and replacement of flooring, baseboards, backyard grass and other items.
17. As explained in paragraphs 4 to 7 above, the Landlord's claims that the Former Tenant wilfully or negligently caused undue damage to the floors, doorway, stairs, backyard, driveway and air conditioning unit have already been determined in prior Board orders and are barred by res judicata. Those claims cannot be revived or re-litigated in this L10 application and are dismissed on that basis.
18. The Landlord testified that, after the Former Tenant moved out, he observed deterioration and cracking in the base of the kitchen cabinet under the sink and some damage to a door in the laundry room. He said there had been a leak in the kitchen area and suggested that the cabinet damage was related to that leak. He referred generally to an insurance representative's opinion that replacing the kitchen cabinets would cost several thousand dollars, but he did not file a written estimate, invoice, report or any other documentation specifically detailing the cause of the damage or the cost of repairing only the affected cabinets.
19. The Landlord acknowledged that he did not know the precise cause of the leak under the kitchen sink and that it could have been due to factors other than any act or omission of the Former Tenant, such as a plumbing or appliance failure. The Former Tenant denied intentionally damaging the cabinets and testified that the dishwasher was replaced by a professional installer.
20. With respect to the laundry room door, the Landlord described the door as cracked and provided photographs, but there was no evidence of the age or prior condition of the door, no explanation of how the damage occurred, and no written quote or invoice to support the claimed cost of replacement. The Landlord's estimate of \$150.00 was not supported by any objective documentation.
21. Section 89 of the Act requires the Landlord to prove, on a balance of probabilities, that the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or residential complex, and that the Landlord incurred or will incur reasonable costs as a result of that damage. Minor damage, deterioration from age, and ordinary wear and tear are not "undue damage" within the meaning of section 89.
22. On the evidence before me, I am not satisfied that the Landlord has established that any remaining cabinet or door damage that is not already barred by res judicata was caused by wilful or negligent conduct of the Former Tenant or someone she permitted in the unit, as opposed to ordinary use, age or a plumbing/appliance issue. Nor has the Landlord proven any specific, reasonable cost of repair that can properly be attributed to the Former Tenant.

23. For these reasons, I find that the Landlord has not proven, on a balance of probabilities, that the Former Tenant, another occupant of the rental unit or a person whom the Former Tenant permitted in the residential complex wilfully or negligently caused undue damage to the rental unit or that the Landlord incurred or will incur reasonable costs as a result of such damage. The claim for \$13,295.72 in compensation for damage is dismissed.

24. There is no last month's rent deposit.

It is ordered that:

1. The Former Tenant shall pay to the Landlord \$432.05, which represents the reasonable out-of-pocket expenses the Landlord incurred as a result of the unpaid utility costs.
2. The total amount the Former Tenant owes the Landlord is \$618.05
3. If the Former Tenant does not pay the Landlord the full amount owing on or before January 16, 2026, the Former Tenant will start to owe interest. This will be simple interest calculated from January 17, 2026 at 4.00% annually on the balance outstanding.

January 6, 2026
Date Issued

Colin Elsby
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.